

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

***CONTRACT FOR CITIZENS FOR AFFORDABLE  
HOUSING IN NEWTON DEVELOPMENT  
ORGANIZATION, INC. d/b/a CAN-DO***

**PROJECT MANUAL:**

**Cambria Houses  
10-12 Cambria Road  
Newton, Massachusetts  
Renovations**

***INVITATION FOR BID #17-16***

**MANDATORY Pre-Bid Meeting: September 20, 2016 at 1:00 p.m.**

**Bid Opening Date: October 6, 2016 at 10:00 a.m.**

**September 2016  
Setti D. Warren, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID #17-16**

The City of Newton (City) invites sealed bids from Qualified Contractors for the benefit of CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC. d/b/a CAN-DO (Developer), with respect to Developer's proposed renovation and addition (Project) to property located at 10-12 Cambria Road, Newton MA (Property). The Project is to be funded in part with a Community Development Block Grant and Community Preservation Act funds and so is subject to the City's Procurement Policy for Affordable Housing Projects (3/31/14) (Policy). It is understood that, while the City is responsible for the administration of this procurement, the contract awarded will be between the Developer and the Contractor, and that upon execution of the contract between the Developer and the Contractor, neither the City nor its Community Development Authority (Authority) shall have any liability to either of them, for any reason whatsoever.

The contract is for the following purposes:

**Renovations to the Property as set forth in the Specifications attached herein. Drawings are available at the Mandatory Pre-Bid Meeting only.**

Scope of work includes selective demolition and renovations of an existing 1700 square feet two family dwelling as described in the contract drawings dated 8.1.16. Work includes permitting, construction surveying, selective minor demolition of the existing house construction, demolition disposal, excavation, earthwork, grading and loaming, new utilities, concrete piers, walk and stairs, partition framing, insulation, sealants, roofing, interior and exterior finish carpentry, roofing, flashings, sealants, exterior windows and door, hardware, flooring, veneer plaster and drywall, painting, cabinetry, accessories, plumbing/heating/electrical systems and final cleaning.

**MANDATORY Pre-Bid Site Visit: 1:00 p.m., September 20, 2016, at 10-12 Cambria Road, Newton**

**Bids will be received until: 10:00 a.m., October 6, 2016**

at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. **As it is mandatory, no bid will be accepted from any bidder that has not attended the pre-bid meeting.** Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Drawings will be available for pickup at the mandatory pre-bid meeting on September 20, 1:00 pm, at 10-12 Cambria Road, Newton MA. There will be no charge for one set of contract drawings. Instructions to bid and contract outline specifications will be on-line at: [www.newtonma.gov/bids](http://www.newtonma.gov/bids)

Bid surety is not required with this bid.

Award will be made to the lowest, responsible, and responsive Qualified Contractor for services based on the Grand Total from Bid Form #17-16. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected.

**Provision of services is required to start upon the execution of this contract.** "Qualified Contractor" requirements are set forth at Section 7.5 below.

The term of the awarded contract **shall extend from the time of execution through eighty-four (84) days.**

All bids shall be governed by the terms and conditions set forth in this IFB. Any supplies subject to the bid shall be delivered F.O.B. Destination at the Property.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES.**

All City bids are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractors downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid site visit, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, flowing style.

Nicholas Read  
*Chief Procurement Officer*  
September 15, 2016

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has attended the mandatory pre-bid site visit and walk-through at the work site and is familiar with the local conditions for which the services are being procured.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, September 30, 2016 at 12:00 noon.**
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) outside of the Purchasing Department, once an IFB has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #17-16**.

**ARTICLE 3 – PRIVATE CONTRACT**

The IFB is administered by the City of Newton and its Community Development Authority. However, the resulting contract will be between the Developer and the contractor selected as the lowest eligible and responsible bidder. Even though funds are provided through the Authority, as the parties to the contract will be private persons, the contract shall not be deemed to be a public contract.

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #17-16," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR: **#17-16**
  - \* NAME OF PROJECT: **10-12 Cambria Road Newton, MA Renovations**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
  - \* BIDDER QUALIFICATIONS CERTIFICATE
  - \* NEW CONTRACTOR APPLICATION (if applicable)
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.7 Bids shall be submitted with **one (1) original and two (2) copies.**

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 One (1) contract will be awarded to the responsible and eligible Qualified Contractor providing the lowest Grand Total for the addition and renovation work. The City will, on behalf of the Developer, select the winning bidder. A contract will be awarded within sixty (60) days (Saturdays, Sundays, and legal holidays excluded) after the opening of bids.

- 7.2 The City reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so. While it is the intent of the City that this procurement follow as closely as possible the requirements of M.G.L. c.30B, it is not required to do so and it may therefore waive any requirements of that statute or this IFB as it deems necessary or appropriate.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; and (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- 7.5 As used herein, "Qualified Contractor" means a contractor which has been pre-qualified by the City's Rehab & Construction Coordinator. If a contractor wishes to submit a bid but is not pre-qualified, it can apply for qualification on or prior to the bid submission date. The Contractor Application for qualification and related materials are attached hereto as Exhibit C.
- 7.6 Subsequent to identifying the lowest responsive and responsible bidder, and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder and the Developer shall execute and deliver to the City a contract in such number of counterparts as the City may require.
- 7.7 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work, as the Developer is a Not For Profit corporation established pursuant to M.G.L. c. 180.

#### ARTICLE 9 – FEDERAL HOUSING ASSISTANCE REQUIREMENTS

Funds for the construction services procured hereby are provided through the federal programs designed to provide assistance to low and moderate income homeowners. Based on the amount of the contract, the Contractor will have to comply with one or more of the requirements of 24 CFR 135 of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §17010.

#### ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS

- 10.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.
- 10.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

**END OF SECTION**

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**BID FORM #17-16**

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual to the Developer named therein entitled:

**10-12 Cambria Road, Newton, MA - Renovations**

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

- C. The contract price(s) will be per attached Specifications and drawings (available separately).\*

\*One set of drawings shall be distributed at mandatory pre-bid site visit.

\_\_\_\_\_ and \$ \_\_\_\_\_  
(Written word) (Numerical)

**GRAND TOTAL (From execution of the contract through completion of the Project)**

**IMPORTANT: Award will be made to the lowest eligible and responsible bidder based on GRAND TOTAL.**

**COMPANY NAME** \_\_\_\_\_

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_Days

- E. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Attachment A, Specs By Location/Trade, 1 form, rehab = 19 pages
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Certification of Tax Compliance, 1 page
- ☐ Bidder's Qualifications Certificate, 1 page
- ☐ New Contractor Application (Exhibit C), 3 pages (if applicable)

- F.** Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

- G.** The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract with the Developer in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**



## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #17-16: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #17-16: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #17-16: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #17-16: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT**

**GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City or the Developer.
2. Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. Neither the City nor the Developer will be held accountable for any oral representation that is inconsistent with the terms of the Contract Documents.
3. Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) . Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB Number and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
4. Prices quoted must include inside delivery to the destination specified on the Purchase Order.
5. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
6. The award to the successful bidder may be cancelled if successful bidder shall fail to prosecute the work with promptness and diligence.
7. Time in connection with discount offered will be computed from the date of delivery, as specified on purchase order, or from date correct invoice is received, if the latter date is later than the date of delivery.
8. The successful bidder shall replace, repair or make good, without cost to the City or the Developer, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
9. The Contractor shall indemnify and save harmless the City, the Developer, and all persons acting for on behalf of either of them from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at it's expense, and as the City or Developer may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
10. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this bid are assumed solely as a basis for the comparison of the bids. While the quantities are based on best estimates of the work to be performed during the term of this Contract, the City and the Developer do not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the they reserve the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
11. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
12. Purchases are exempt from Federal excise and Massachusetts taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
13. If so stated in the IFB the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
14. If the IFB requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

15. Verbal orders are not binding on the City or the Developer and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
16. The Contractor shall agree to indemnify, defend and hold the City and Developer harmless from any and all claims arising out of the performance of this contract.
17. "Or equal" – An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39M, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the Developer.

Except as otherwise provided for by the provisions of M.G.L. c30, §39J, the Contractor shall not have any right of appeal from the decision of the Developer rejecting any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.

18. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
19. Right To Know:  
Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c.111F, §§8, 9 and 10 and the regulations contained in 441 CMR §21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. c.111F, §7 and the regulations contained in 441 CMR §21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to M.G.L. c.111F are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.
20. Funds for the construction services procured hereby are provided through the federal programs designed to provide assistance to low and moderate income homeowners. Based on the amount of the contract, the Contractor will have to comply with one or more of the requirements of 24 CFR 135 of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §17010.

**FAILURE TO COMPLY WITH ALL APPLICABLE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT**

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

## DEVELOPER - CONTRACTOR AGREEMENT

### CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Sixteen by and between the CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC. d/b/a CAN-DO, a not for profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the DEVELOPER, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

#### 10-12 CAMBRIA ROAD, NEWTON, MA - RENOVATIONS

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This DEVELOPER-CONTRACTOR Agreement;
- b. Invitation For Bid #17-16 issued by the City of Newton Purchasing Department;
- c. The Project Manual for 10-12 Cambria Road, Newton, MA - Renovations, including the Instructions to Bidders; General Conditions; Special Conditions; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s)\_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Work Orders, or Change Orders issued by the DEVELOPER after execution of this DEVELOPER -CONTRACTOR Agreement.

This DEVELOPER -CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the DEVELOPER and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this DEVELOPER - CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The Contractor shall **commence work under this Contract on the date specified in the written notice of the City to proceed and shall be completed within eighty four (84) days.**
- VI. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by the Developer specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable law.
- VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. It shall effectively protect its work and shall be liable for all damage and loss by delay or otherwise caused by its neglect or failure so to do.
- VIII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the Developer, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the Developer and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the Developer may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the Developer.
- XI. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the Developer, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Developer determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the Developer may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the Developer may designate, and the Developer may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the Developer for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. **SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. **AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this DEVELOPER -CONTRACTOR Agreement.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By\_\_\_\_\_

Print Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

**DEVELOPER**

By\_\_\_\_\_

Date\_\_\_\_\_

*Affix Corporate Seal Here*

## EXHIBIT A

### SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968

A. The improvements hereunder are funded by federal financial assistance from the U.S. Department of Housing and Urban Development. As such, the improvements are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 170. Section 3. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low- income persons. **For the purposes of this Agreement, a low- income household of one means a household whose income does not exceed \$33,050, a moderate-income household of one means a household whose income does not exceed \$47,150.**

B. The parties to this Agreement will comply with the provisions of the Act and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of HUD. The parties agree that they are under no contractual or other obligation that would prevent compliance with these the Act.

C. The Contractor agrees to send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract a notice that notifies the organization or workers representative of the Act. The Contractor further agrees to post copies of the notice in conspicuous places available to employees and Developers for employment and training.

D. The Contractor shall ensure that references to the applicable sections of the Act are in every subcontract in connection with the project. The Contractor agrees to take appropriate action, including legal action, in the event the subcontractor is in violation of 24 CFR 135. The Contractor shall not subcontract with any subcontractor where there is notice or actual knowledge that the subcontractor is in violation of the Act.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the Developer or recipient for such assistance, his successors, and assigns. Failure to fulfill these requirements shall subject the Developer or recipient, his contractor and subcontractors, his successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

## **EXHIBIT B**

### **EXECUTIVE ORDER 11246 OF SECRETARY OF LABOR: CONTRACTOR'S AGREEMENTS**

- A. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor. Section 202 of the provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964 - 1965 Comp., p. 339.
- B. In the event of the Contractor's noncompliance with the Executive Order, or with any related rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts.
- C. All Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or Developer for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that Developers are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and Developers for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified Developers will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964 - 1965 Comp., p. 339, unless otherwise noted.

## EXHIBIT C

### BIDDER QUALIFICATION CERTIFICATE 10-12 Cambria Road, Newton, MA

To: CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC. d/b/a CAN-DO

Reference is made to the above Invitation for Bid (IFB). This Certificate is required to be eligible for consideration under the IFB. Accordingly the undersigned hereby certifies that it has either (1) provided the following to the Authority which is currently in effect or (2) attached the following to this Certificate, which attachment are incorporated herein:

1. Copy of Unrestricted MA Construction Supervisor License.
2. Copy of MA Home Improvement Contractor Registration.
3. Copy of MA RRP Firm Certification.
4. Copies of RRP certification For Workers.
5. Copy of MA Deleader Contractor License.
6. Copies of MA Deleader Supervisors Licenses for all employees.
7. Copies of MA Deleader workers License for all employees.
8. At least 3 referrals for jobs over \$8,000.00
9. Corporate name as it appears on Secretary of State's William Francis Galvin website for all corporations and LLCs.
10. Business certificate for all DBAs. List name and title of all authorized signatories
11. Proof of insurance pertaining to General Liability and Property Damage, in amounts not less than set forth below:  
Commercial General Liability - (Bodily Injury, including accidental death)  
\$1,000,000 per occurrence and (Property Damage) \$1,000,000 per occurrence.
12. Proof of Workers Compensation insurance – MA Statutory Requirements.

The undersigned certified further that in the event that it is the successful bidder or quoter, it will provide a certificate(s) of insurance coverage of the types and amounts required. The City of Newton shall be named in such policies as additional insured on said coverage and shall be a certificate holder thereof. The undersigned agrees also to contact its insurance company (ies) so that they notify the certificate holders of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation.

The undersigned acknowledges that if it does not have a current Deleaders Contractors' license, it will not be able to bid or quote on the lead abatement portion of any projects.

\_\_\_\_\_(Name of Bidder)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Questions to regarding completion of this Certificate:

**Doug Desmarais 617-796-1148**

**Housing Rehabilitation/Construction Manager**

**1000 Commonwealth Ave., Newton, MA 02459**

**Email: ddesmarais@newtonma.gov**

**Fax: 617-796-1142 Attn: Doug Desmarais**



Setti D. Warren  
Mayor

**City of Newton, Massachusetts**  
Department of Planning and Development  
1000 Commonwealth Avenue Newton, Massachusetts 02459

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**NEWTON HOUSING REHABILITATION PROGRAM**  
1000 Commonwealth Avenue  
Newton, MA 02459  
617-796-1148

**CONTRACTOR APPLICATION**  
(General Contractor)

Name of Contractor: \_\_\_\_\_

Name of Business (If different): \_\_\_\_\_

Business Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_

Types and Limit of Insurance:  
(Please indicate carrier, limits and policy #17-16 (s))

Customer reference: (property owners for whom you have recently completed work for in excess of \$175,000.00).

Customer \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Type of Job \_\_\_\_\_

Customer \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Type of Job \_\_\_\_\_

Customer \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Type of Job \_\_\_\_\_

Have you ever been debarred or has your Contractor's License ever been revoked?

If yes, give details:

Have subcontractors, suppliers or customers sued any member (s) of the firm within the past three years?

If yes, give details:

I certify that all information in this statement, and all information furnished in support of this statement, is true and complete to the best of my knowledge and belief:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
(Signature of **Clerk or Secretary**)\* SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**OR**

\_\_\_\_\_  
Company Name  
(Corporation, Partnership, LLC, etc.)

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.



**ATTACHMENT A  
NEWTON COMMUNITY DEVELOPMENT AUTHORITY  
SCOPE OF SERVICES**

**GENERAL REHABILITATION & ARCHITECTURAL ACCESS SERVICES**

**RE: Renovations  
10-12 Cambria Road  
Newton, Massachusetts**

**1.0 Scope**

- 1.1 Developer is accepting bids for construction services per the bid list attached. All bids must be submitted in the manner and form prescribed by the Specifications which control award of the contract. Bid award will be made to the lowest responsive and responsible bidder for all line items based on Grand Total. Any bidder not providing prices for all line items may be deemed non-responsive and therefore rejected.
- 1.2 Developer intends to enter into a contract for services for construction services beginning upon contract execution and extending through project completion. These services are needed to for improvement to the above referenced Project.

**2.0 Description and Quality**

- 2.1 Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Developer whose determination shall be final and conclusive. Vendors shall guarantee quality control of all goods at no additional cost to the Developer. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Samples and literature must be provided within three (3) days after the request.
- 2.2 The use of environmentally preferable products is encouraged, i.e., products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service: 1) emphasis on multiple environmental considerations such as recycled content, energy and water efficiency, renewable resource use and toxicity considerations rather than any single environmental feature; 2) evaluation of environmental impacts throughout the life cycle of the product which includes impacts during the manufacture, use and disposal of the product; and 3) recognition of cost and performance remain critical factors in all purchasing decisions.
- 2.3 Material Safety Data Sheets must be forwarded to the Owner or its Agent within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

### 3.0 Delivery of Services

- 3.1 Services shall be provided promptly from the time an order is placed via on-line, telephone or email. An exception is only allowed with pre-approval in writing by an authorized employee.
- 3.2 Services shall be provided during normal business hours, Monday through Friday.
- 3.3 The equipment used in the transportation and delivery of supplies procured shall be maintained in a sanitary condition at all times. The equipment shall be subject to unannounced inspections at any time. All vehicles must turn off their engines while services are being provided.

### 4.0 Payment

- 4.1 Invoices shall be billed to Planning and Development Attn: Doug Desmarais, Housing Rehab/Construction Manager, City of Newton 1000 Commonwealth Avenue, Newton, Massachusetts 02459, or via email [ddesmarais@newtonma.gov](mailto:ddesmarais@newtonma.gov).
- 4.2 Invoices must be in duplicate, by department, including the a) purchase order number, b) department name, c) item number, d) quantities, e) description, f) unit price and g) totals.

**END OF SECTION**

## 10-12 CAMBRIA ROAD NEWTON, MASSACHUSETTS

### Citizens for Affordable Housing in Newton Development Organization, Inc.

#### OUTLINE SPECIFICATIONS 8.1.16

##### GENERAL REQUIREMENTS.

**Scope of work includes selective demolition and renovations of an existing 1700 square feet two family dwelling as described in the contract drawings dated 8.1.16. Work includes permitting, construction surveying, selective minor demolition of the existing house construction, demolition disposal, excavation, earthwork, grading and loaming, new utilities, concrete piers, walk and stairs, partition framing, insulation, sealants, roofing, interior and exterior finish carpentry, roofing, flashings, sealants, exterior windows and door, hardware, flooring, veneer plaster and drywall, painting, cabinetry, accessories, plumbing/heating/electrical systems and final cleaning.**

Eligible general contractors shall have experience working with nonprofit owners whose funding for a construction project comes from a government agency. Payments may be made up to forty-five days after a requisition has been approved by the architect and owner for payment. General and subcontractors shall be willing to accept in-kind third party donations that shall require a credit and reduction of contract fees.

The form of the contract is AIA 105-2007 agreement between Owner and Contractor, as amended by the Owners and/or their agent.

All graphic and specified work shall be performed as per the Massachusetts State Building Code for One and Two Family Dwellings (current addition, and according to all changes to same code to date), and to the City of Newton, Massachusetts regulations and standards for building including site, electrical, plumbing and mechanical systems.

All existing conditions and dimensions shall be verified by the General Contractor (referred subsequently as the Contractor). All dimensions not shown shall be provided by the Architect, after field verification of existing conditions by the Contractor. Drawings are not to be scaled for construction; drawings can be scaled for bidding. Drawings show design intent only; contractor is responsible for means, methods, and sequences of construction.

All changes to the work as described in the construction documents, including the drawings, outline specification and Contractor-Owner agreement, shall be approved by the Owner prior to the execution of the change.

The Contractor shall directly supervise all work. No subcontractor work shall be performed without the supervision of the Contractor.

The Contractor shall be responsible for the surveyed layout of the foundation piers and site utilities required by the City of Newton, MA. At the completion of Work, the Contractor shall provide an as-built survey of building footprints and all new exterior utilities.

The Contractor shall not use permanent facilities during construction, including toilets within the existing or new work of the house.

Temporary power and heat shall be paid for by the Contractor during construction until the work is substantially complete.

The Contractor shall protect the Work and all nearby people and property; security fencing shall be provided as required to protect excavations. New work shall be protected for subsequent work. Protect new construction openings to prevent injury, provide temporary shoring and bracing as necessary and perform cut work using methods least likely to damage new adjoining work. Maintain building tight and safe from weather.

Contractors' parking shall be as approved by the City of Newton. Contractors' vehicles shall not be parked beyond the property lines. Do not damage lawns and landscaping outside the area of work. Repair and restore all lawn and planting areas disturbed by the work.

The Contractor shall provide and service a toilet booth with chemical type toilet. The Contractor shall place same in a location approved by the Architect and Owner.

Store construction equipment and new materials securely on site in protected enclosures.

At completion of work, Contractor shall be responsible for hiring a professional cleaning agency to clean and prepare all new and existing to remain materials installed prior to final completion and acceptance of the project by the Owner.

Scope of work includes coordination and scheduling of Owner purchased items including the following: soft landscaping. Scope of work shall include all labor and materials for a complete, operating, and finished interior, exterior, and site work.

The contractor shall submit a schedule of values for all trades to the Owner and Architect, prior to the first request for payment, with an anticipated payment schedule for the Owners' review.

The contractor shall maintain a small and secure area for the storage of construction documents and records, and to provide a weekly meeting area for the Owners, Contractors, and Architect or Engineer.

The General Contractor shall include in his/her bid two alternate allowances as follows:

Alternate 1. Remove and replace coil stock at entry porch to Unit A

Alternate 2. Interior painting at Unit A.

Alternate 3. Remove and replace existing water and sewer lines from street to existing interior connections as per the requirements of the City of Newton.

Completion of the work shall be within 84 days of the receipt of the building permit for the work by the City of Newton MA Inspectional Service Department. The contractor shall develop and initial project schedule for the Owners' and Architect's review, and to revise or update same schedule during the course of the construction, as required.

## DEMOLITION

The work of this section includes all labor, materials, tools, and equipment needed to selectively demolish the existing construction as shown on the drawings and/or as specified.

This work includes the removal of the existing Unit B entry stair and supports, existing basement partitions/ceiling strapping and soffit framing, Unit A interior stair ceilings, Unit B kitchen and its finishes, cutting and coring for other trades, part existing plumbing and HVAC systems, removal of part electrical systems, removal and disposal of demolished materials, and clearing of the site from all debris when demolitions are completed. All materials shall be removed as required by Massachusetts regulations, National Emission Standards, and the City of Newton MA requirements.

The intent of the demolition work is to safely remove and properly dispose of all selective existing construction, both expressly shown and not expressly shown on the drawings or as specified herein.

Where part existing systems or framing or finishes are removed, the remaining conditions shall be patched to match and align with the existing adjacent to remain.

Review and observe carefully the existing conditions of the site, and the drawings that indicate existing site and house conditions, and proposed conditions.

Ensure the safe passage of persons and traffic on and around the site during the demolition and construction phases.

Contact Dig-Safe for underground systems prior to proceeding. Proceed with demolition systematically and orderly; perform demolition as required to minimize noise, airborne debris, and other disturbances to abutting properties.

Clean up all waste and debris, remove from site regularly, safely, and legally dispose of same. Keep premises neat, clean, orderly, and safe at all times.

## SITE CLEARING AND EARTHWORK AND UTILITIES

The work of this section includes all labor, materials, tools, and equipment needed to clear the site, to excavate and to install the new Unit B entry stair, and new utilities as shown on the drawings or as specified herein.

The work of this section includes selective clearing, stripping and stockpiling of loam, disconnection/relocation/extension/capping of existing utilities required to be removed or replaced. Verify all existing water, sewer, gas, and electrical service locations. Work includes excavation, shoring, backfill, dewatering, disposal of unsuitable material off site, providing materials/fill compaction/control and rough grading.

Stockpile loam for relocation and rough grading. Verify stockpile location with Owners and Architect. Finish grade with replaced existing loam as directed by the Architect and Owner. Finish planting shall be by the Owners' landscape agent.

Structural fill shall be gravel, sandy gravel or gravely sand free of organic material or other objectionable material unsuitable for fill. Common fill shall be easily spread and compactable mineral soil substantially free from organic material, loam, trash, snow, ice, frozen soil so that a maximum of 50% passes the no. 200 sieve and max. of 80% passes the 40 sieve. No stones over 4 in diameter nor any broken concrete or masonry. Drainage fill shall be washed gravel or washed crushed stone complying with ASTM C33.

Clear area for new construction of walkway.

Excavation shall occur only to elevations required to install new work. Prevent surface and subsurface water to enter excavations. Verify subgrade bearing capacity of at least 2 tons per square foot. Excavations for pier footing shall be to undisturbed material or compacted in 12 lifts. Top of pier elevations not shown shall be provided by the architect.

Excavate for new underground gas utility, and coordinate street work as required by the City of Newton. Note this work shall be carried under add Alternate 3.

Uniformly rough grade areas to prevent ponding of water and slope away from structures. Provide hay bales to prevent erosion and/or excavated materials from entering the public way.

Finish planting and seeding shall be by the Owners' landscaper; verify rough grade for same with Owners' landscape agent. Patching of existing retaining walls, and sidewalks shall be carried under add Alternate 3.

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## CONCRETE

The work of this section includes all labor, materials, tools, and equipment needed to form and install 1 concrete pier and thrust block work as shown on the drawings or as specified herein.

Work includes pier and footings, and stair thrust block, coring of all concrete constructions, and walkway bituminous paving.

Anchor bolting for frame connections, and finishing of all exposed concrete exteriors are included.

All concrete for pier foundations shall have a minimum 28 day compressive strength of 3000 or 4000 psi. Foundations are assumed to bear on undisturbed inorganic soils above the water table.

Mortar parge all new exposed concrete.

Bituminous concrete paving shall consist of two courses of bituminous concrete with minimum finished depth of 3.5 inches; binder course shall be 2.5 inches and finished top course shall be 1 inch. Base shall consist of dense graded crushed stone and compacted gravel borrow or roadways, as per the requirements of the City of Newton.

Furnish and Install pre-cast concrete splash blocks at all existing downspouts locations; elbow same onto splash and provide a 12" x 16" x 6" stone bed beyond the bottom of the splash block.

## FRAMING

Work includes limited new structural framing and sheathing for wall infill, floor reinforcement, ceiling framing at stair, window and door infill, new exterior stair and interior partitions; same includes new studs, plates and shoes, headers, nailers, ledgers, blocking, exterior sills, and fasteners as shown on the drawings or as specified herein.

Framing shall be surfaced four sides, kiln dried, #2 spruce-pine-fir, #2 hem-fir, or other wood species #2 or better having a minimum bending stress Fb of 800 psi and modulus of elasticity E complying with Product Standard 20. Wood exposed to the exterior or in contact with concrete or masonry shall be pressure treated. Dry lumber to moisture content of 19% after treatment. Structural wood for walls or columns shall be structural grade fir or engineered lumber as noted on drawings.

Sill sealer shall be Dow Styrofoam @ all new replacement sills.

Fasteners: provide size, type, and material appropriate to intended use in strict compliance with building code nailing schedule and reference industry standards. Provide fasteners with ASTM A153 hot dipped galvanizing coating. Anchor bolts for wood plates shall be ASTM A 307 ½ diameter, 10 long with nuts and washer, bent or hooked for embedding into fresh concrete.

Framing connectors shall be code accepted framing connectors of type suitable for each connection of wall to floor, wall to rafter, and rafter to collar tie. Provide hot dipped galvanized ties and connectors by Simpson, "Strong Tie" or equal.

Plywood sheathing. APA trademarked, exterior grade, performance rated plywood sheathing in 3/4 for roofs and 1/2 and 3/4" for walls, as described in the drawings.

Plywood subfloor shall be 3/4 trademarked, and ¼" fir plywood underlayment for existing floors framing at kitchen and vestibules, T & G, exposure 1 performance rated. MDO plywood shall be ½" thick.

Choose wood member carefully to eliminate split, warped, and twisted members. Set plumb, with joints neatly and tightly cut and butted. Assure proper substrate for subsequent work.

Infill and new wall framing shall be 2 x 4 framing at 16 oc. Provide at least three studs at corner and partition intersections. Note headers shall be continuous, and shall be sized as per the drawings or as per code for headers, and shall be stored and installed as per the manufacturers' directions.

Frame headers at openings with multiple members so as to equal width of supporting studs. All headers shall be in strict compliance with referenced standards and codes. Joists shall be set with crown up, and not less than 1 ½ bearing at each end. Attach as per code accepted joist hangers or toe nailing. Holes in joists shall be as per code and/or manufacturer allowed. Provide blocking for spans over 8' and at ends of joists. Provide double joists under non-load bearing partitions and heavy fixtures or built-in cabinetry units. Provide 1x3 strapping at 16 oc perpendicular to spans of floor framing where ceilings are finished.

Provide special framing, connectors, and supports at ledgers, etc. as required to adequately support new or altered construction. Block thru-roof and wall openings.

Firestop furred spaces and wall cavities at each floor level and at finish ceiling lines of top story with solid continuous wood blocking, at exposed condition of existing framing.



Comply with instructions and recommendations of APA, Design and Construction guide for Residential and Commercial uses for types of panels and applications required by new work and existing work modified. Space plywood edges as printed on back of panels; do not butt edges tightly together. Place panels at right angles to supporting construction. Stagger joints between rows of sheathing. Locate panel edges over framing. Nail sheathing to framing with min. 8d nails at 6 oc at panel edges and 12 oc within panels.

Provide Hilti, Inc. CA 3400 Heavy Duty Subfloor Adhesive where existing floors require replacement. Fasten all plywood panels as indicated by APSA guide. Stagger panel joints between courses of floor, wall and roof surfaces. Maintain edge clearances as stamped on panels. Provide continuous 3/8 bead of construction adhesive between roof decking and each supporting framing member. Nailing for floors, walls, and roof as per MA code.

Furnish and install stair landing framing with gussets as required for stringers and platform framing.

Rough framing shall not begin until receipt, review and approval of window and mechanical systems shop drawings.

## EXTERIOR FINISH CARPENTRY

Work of this section includes exterior window trim, casings, moldings; exterior siding, air barriers, head/jamb/sill pans, and flashing caps (return three sides) installed with exterior carpentry are included in this work as shown on the drawings or as specified herein.

Exterior wood trim shall be clear, kiln dried, non-finger jointed wood, either vertical grain all heart western red cedar, tropical American mahogany, or vertical grain all heart redwood or Spanish Cedar.

Note that the new window and door units shall have trim to match the existing profiles. Molding shall be free from all knots and defects, with profiles for appearances to match existing. See elevations for locations of same.

New siding shall match existing in size and color, where existing openings are infilled, or existing siding is modified for new openings. Install same as per manufacturer's recommendations. Note that where existing openings are filled, or new openings are made, the base for the siding shall include sheathing and an additional ¾" layer plumb with the existing base siding.

Continuously white aluminum flashing at all heads and head returns of window and door casings. Cap flashings to have returns, and up and around edges.

Backprime all exterior finish carpentry that is not factory primed or supplied, before same is installed. Comply with all manufacturers' and suppliers' recommendations for installation of exterior carpentry items. Provide work to sizes, shapes and profiles to match existing. Install in longest practical lengths to minimize joints and seams. Locate visible joints and seams only where approved by Architect. Provide long tapered scarf joints in running work if running work cannot be continuous. Miter outside corners. Square cut inside corners, except cope moldings at inside corners.

Securely anchor and safely anchor work to substrates. Approve substrates prior to beginning work. Use finishing nails and casing nails. Set nails flush with wood surfaces; adjust nail guns and compressors to achieve same. Nail trim and boards at not over 8 oc and stagger nailing from edge to edge.

Lattice and trim at stair and entry porches, and at existing east first floor room shall be located and as shown on the drawings.

Provide flashed mounting blocks for exterior lights, receptacles etc. Provide metal soffit trim to match existing.

Air retarder shall be 15 # felt lapped as per manufacturer's recommendations for siding. Provide adhering waterproofing at head, jambs, and sills of all window and door openings. Provide pre fabricated metal pan flashings at all windows and doors.

See Alternate no. 1 for the add alternate for new coil stock at the exterior entry porch to Unit A.

## INTERIOR FINISH CARPENTRY

Work of this section includes all interior standing and running trim, wall base, wall cap, casings, extension jambs and head trim, sills, stools, aprons, horns, fillers, as shown on the drawings at existing modified locations or as specified herein.

Submit cuts and shops and/or samples of moldings for Owner review.

Comply with AWI Architectural Woodwork Quality Standards.

For all trim, provide AWI Premium grade materials and workmanship. Painted work shall be clear non-finger jointed poplar, pine or fir. See drawings for location of new openings or altered existing partitions.

Strictly comply with referenced standards and install field work to comply with quality standards and tolerances specified for shop work. Provide work to sizes and shapes, and profiles indicated on drawings. Install in longest practical lengths to minimize joints and seams. Scribe and fit work neatly and accurately with hairline tight joints. Provide long tapered scarf joints in running work, and miter and cope inside corner joints and seams. Scribe and fit base to floors so that top of base is truly level throughout the work.

Use finishing nails and casing nails for trim work. Set nails slightly below finished surfaces and do not hammer dimples in wood. Do not use gun nails.

Stair handrails shall be located and as shown on the drawings.

Place all new interior trim in conditioned space two weeks prior to installation and backprime all new trim at exterior walls, near unconditioned floors and roof areas.

Interior moldings shall be by Brockway Smith and shall match existing.

Install bathroom medicine cabinet. Furnish and install kitchen cabinets from Boston Building Resources, Candlelight Cabinetry, full overlay, drawers and doors, stained birch, "shaker style." Install plastic laminated counters at new kitchen as supplied by Boston Building Resources. Cabinets and counters shall be installed by the GC.

Install all materials as per manufacturers' requirements and recommendations. Provide substrates as per manufacturers' recommendations. Coordinate air retarder with installation of felt flashings around all exterior openings. Lap and extend both as required for a watertight installation.

## INSULATION

Work of this section includes all interior insulations including closed cell foam, small joint foam, fiberglass insulation, and related devices as shown on the drawings or as specified herein.

Rim joist conditions at the first floor shall be insulated with 5.5" of open cell foam by Icynene or equal. 3.6-4 R value per inch required.

2x4 exterior cavity walls, where exposed, shall be insulated with open cell foam by Icynene or equal. 3.5 R value per inch required. Ceiling joists shall be insulated with sprayed cellulose, or fiberglass insulation at same to an R value of 40.

Foamed in place insulation around windows and other small cavities shall be Insta-Seal by Flexible Products Company or other as approved by the Architect.

Install all materials as per manufacturers' requirements and recommendations. Provide substrates as per manufacturers' recommendations. Take particular care in installing insulation between conditioned spaces and outside walls where new MEP systems are adjacent to same.

All insulations shall be as per the manufacturer's recommendations.

## SHINGLES

Work of this section includes all finish roofing, hip and ridge shingles, underlayments, flashings, ice and water protections, and drip edges as shown on the drawings or as specified herein, or as recommended by the roofing manufacturer, at both new and existing units.

Fiberglass asphaltic shingles shall be by Certainteed, XT25 year, three tab, Nickel Gray or equal. Fasteners shall be as per the recommendations of the manufacturer for the New England region. Ice and water shield shall be minimum 36 wide cold applied self-adhering preformed membrane Winterguard by Certainteed; install same first 6' of eave, at hips and ridges and up dormer walls. Roofing underlayment shall be Roofers Select by Certainteed and shall be compatible with the shingle. Drip edges shall be by SteelLinx or equal, 24 gauge, galvanized in color to be selected by Architect and/or Owner. Furnish and install rubber boots and integral flashings at all thru-roof devices, except those self-flashed. Reinstall gutters as required to install new roofing and drip edge.

Install all materials as per manufacturers' requirements and recommendations. Provide substrates as per manufacturers' recommendations. Lap ice and water shield over eave drip edge, lap rake drip over ice and water shield, and lap underlayment over ice and water shield and drip edges.

Provide black PVC ridge vent and ridge shingles at horizontal ridge, continuous to existing roof.

Install all materials as per manufacturers' requirements and recommendations. Provide substrates as per manufacturers' recommendations.

## GUTTERS & DOWN SPOUTS.

Work of this section includes repair, replacement or reconnection of downspouts and all associated devices, including rinal hangers, outlets, spikes, laps, leaders, elbows and end caps and all related devices as required for a water tight surface storm drainage system.

All gutters and downspouts shall comply with the sheet metal Contractors National Association, Inc. "architectural sheet metal manual."

Aluminum gutters and downspouts shall be .032 thickness. Gutters shall be in 10' and 20' lengths, factory cut to fascia lengths.

Make minimum 4 inch laps in running work. Always lap in the same direction toward the downspout direction. Provide three vertical beads of concealed butyl sealant in each lap in moving joints.

Install gutters and downspouts and all accessories as recommended by the manufacturer/supplier.

## SEALANTS

The work of this section includes all sealants required for exterior and interior joinings of dissimilar materials as shown on the drawings or as specified herein.

Install Tremco or equal acrylic latex or Sonneborne Sonolac sealants at all interior and exterior dissimilar materials where same join.

Provide Pecora 863 or equal mildew resistant silicone rubber at all wet areas in kitchen area and baths at dissimilar materials.

Install all materials as per manufacturers' requirements and recommendations. Provide substrates as per manufacturers' recommendations. Verify all sealant colors with Architect.

Verify the compatibility of sealants with all factory supplied materials, paints, and concrete finishes.

## WINDOWS & DOORS

The work of this section includes exterior windows and doors and interior doors and frames for same as shown on the drawings or as specified herein.

Windows shall be Harvey Majesty Double Hung Units as shown on the drawings. Units to include clad sash in primed wood frame, Low\_E 366 w/Argon, tempered where required by code at low sills or adjacent to door openings. Insulating glass with 7/8" simulated divided light with spacer, standard white hardware, half screens with white surrounds and hi-transparency fiberglass mesh. Frames shall be 4 9/16" with beige jamb hardware, 5/8" MRF mulls, 4/4 x 4.5" trim by supplier, historic sill applied by supplier, exterior and interior frames primed pine.

Verify the exact size of all new units to match existing adjacent, and match width and style of new to existing (note that the heads of the new units align with the existing, but that the sills are raised.).

Exterior doors and frame shall be as shown on the drawings.

Submit shop drawings on all windows and doors, all floors.

Interior doors shall be Shaker Style Panel Doors by Simpson or equal. Doors shall equal Simpson no. 8720, flat panel, no sticking. Frames shall be poplar or equal, set up with pair and half of brushed chromed 3.5 x3.5 hinges.

Strictly comply with manufacturers' instructions and recommendations. Inspect all openings before beginning installation. Verify rough opening is correct and sill plates are level. Verify that all concealed blocking is correct. Set door unit plumb, and level. Set sill member in a bed of sealant to provide weather tight construction. Coordinate installation with all through wall flashings, head/jamb/sill flashings, and other components of the work. Note especially continuous sills; order extra long horns as required. Flash the entire perimeter of openings, lap and shingle flashing to best shed water. Minimum 4 overlaps at seams.

Clean wood and glass surfaces promptly after installation of doors and windows. Exercise care to avoid damage to protective coatings and glass. Remove excess glazing beads, sealants, dirt and other substances. Lubricate and adjust moving parts for ease of operation, prior to final cleaning.

Install all materials as per manufacturers' requirements and recommendations. Provide substrates as per manufacturers' recommendations.

## HARDWARE

The work of this section includes furnishing and installation of exterior and interior door hardware, and installation of all cabinet hardware purchased by the Owners as shown on the drawings or as specified herein.

Entry locksets, interior privacy and closet sets are included.

Entry locksets shall be Emtek. Allow \$85 per door.

Closet doors shall be Emtek. Allow \$60.

Privacy sets shall be Emtek. Allow \$55.

Door bells shall be Byron England 2201/2L BN lighted doorbell button.

Install all hardware sets as per the recommendations of the manufacturer.

## VENEER PLASTER AND GYPSUM WALL BOARD

The work of this section includes interior wall finishes of veneer plaster and gypsum drywall as shown on the drawings or as specified herein.

All new wall and ceiling finishes shall be 5/8 veneer plaster (VP). VP shall be USG Imperial finish or equal. Provide basecoat board from same manufacturer as finish coat.

Metal trim to be hot dipped galvanized USG no. 800 corner bead, and USG No. 801B for edge trim.

VP shall be installed as per gypsum association publication 216, Recommended Specification for the Application and Finishing of Gypsum Board.

Where Icynene Insulation Systems are used, ceiling primer shall be oil based.

Install all materials as per manufacturers' requirements and recommendations. Provide substrates as per manufacturers' recommendations.

## HARDWOOD FLOORING

The work of this section includes buffing of existing hardwood flooring, and protection of same during the construction phases. New work shall include patching and finishing of existing flooring where existing radiation is removed and/or where new baseboard radiation is installed.

## RESILIENT FLOORING

The work of this section includes interior flooring finish at the lower level, at the common egress stair landings, and at the treads as shown on the drawings.

Flooring shall be linoleum by Forbo, Marmoleum series. Sheet material to be adhered with Forbo adhesive to ½" plywood underlayment. Provide non-slip edging, similar to existing, at the treads of the common egress stairway.

Linoleum shall be installed as per the manufacturer's recommendations and requirements for a 25 year warranty.

## PAINTING

The work of this section includes interior wall, ceiling, and mill work finishes as shown on the drawings or as specified herein. Note that a mandatory pre-bid site inspection is required for this subcontractor.

The painting work includes painting and finishing of all new visible surfaces within the work limits or existing materials as noted on the drawings. Back prime and prime all interior and exterior millwork and woodwork prior to installation, except if previously factory whole finished.

All surfaces shall be tinted primed and then finished with two coats, with preparation for each. Paint colors for walls and trim shall be selected by the Owners. Paints shall be by Ben Moore. Aura or equal.

Interior painted wood shall be satin alkyd system (prime with enamel underbody, finish with satin Impervo). Interior plaster shall be latex pearl sheen or equal (prime with latex dry prime seal, finish with aquapearl). .

Exterior siding wood finish shall be 100% acrylic latex. Exterior trim, including exterior stair, shall be primed with and finished with 2 coats of Duration exterior latex satin coating. Backprime all exterior wood materials.

Seal new exterior stair treads with clear sealer by Cabots or equal.

Stain new interior wood handrails with stain as selected by Owners. Minwax finish or equal.

See note under VP for ceilings under Icynene Insulation.

Provide zinc metal primer and two coats oil based paints for exterior unfinished flashings.

Paint through roof PVC vents black with primer and finish paints suitable for same.

Install all materials as per manufacturers' requirements and recommendations. Provide substrates as per manufacturers' recommendations.

Note Alternated no. 2 which includes wall and ceiling painting at Unit A.

NOTE THAT THIS WORK INCLUDES PAINTING OF ALL EXISTING OR NEW REPLACED INTERIOR SURFACES THAT HAVE BEEN DELETED OR REMOVED AS PART OF THE DELEADING PROCESS. LOCATIONS OF SAME SHALL BE OBSERVED DURING THE PRE-BID CONFERENCE.



## SPECIALTIES

Work of this section provides for the purchase and installation of appliances, and bath accessories.

### Kitchen Appliances:

Refrigerator = Kenmore model 70602, 18 cu.ft top freezer.

Dishwasher = Kenmore model 14662, white.

Range = Kenmore model 74032, gas, white. Note two of these required (Replace existing electric range Unit A).

Range Hood = Kenmore 30" model 55022, white. Duct same to exterior wall cap.

### Bath Cabinet & Accessories:

Surface Medicine Cabinet = Kohler 20 x 26 model K-99004.

Install all appliances as per manufacturers' requirements and recommendations.

## PLUMBING WATER GAS

Work of this section is on a design build basis. Note that a mandatory pre-bid site inspection is required for this subcontractor. Sub-contractors for this work shall provide calculations for loads for systems design and installation; calculations should be signed and copied for Architect and Owner. New plumbing work includes separation of existing gas service and installation of separate meters for Unit A & Unit B, removal of existing boiler and lower level sink and bath, relocation of existing DHWH for Unit B, new kitchen appliance and sink plumbing for Unit B, and relocation of existing lower level washer. New and modified existing domestic heating and plumbing systems and new kitchen for complete and operating systems are included. Insulate all new domestic supplies.

Testing of all plumbing lines, both before and after connections.

Furnishing and installing all domestic water, waste and vent lines for Unit B kitchen.

Connect new waste line to existing waste.

Plumbing Fixtures:

P1 = Dishwasher; see specialties.

P2= Kitchen sink = Franke stainless steel single bowl 8.5 x 25 x 22 inch, 20 g, top mount. Kitchen faucet = Moen Torrance model, with integrated supplies, faucet and spray, 2 or 4 hole, model 109E91.

P3 = Gas Range; see specialties.

P6= Lavatory = Kohler, Caxton, 17 x 14", undermount, white. Lavatory set = Kohler, Elliston, widespread, model 65484

Provide all rough devices for all finish plumbing fixtures listed above, including supply, waste and venting as required by Commonwealth of Massachusetts, and City of Newton codes.

Provide and Install all materials as per manufacturers' requirements and recommendations.

## HEATING

Scope of Work includes removal of existing cast iron radiation at Unit A, and part Unit B (1), and installation of new heating and new part heating systems for Unit A and Unit B (1), and exhaust runs and roof cap for kitchen exhaust ductwork. Work of this section is on a design build basis; sub-contractors for this work shall provide calculations for loads for systems design and installation; calculations should be signed and copied for Owner. See notes on DWG. T1 of the contract drawings. Note that a mandatory pre-bid site inspection is required for this subcontractor.

New work shall include the following:

A. EFT Combi gas condensing boiler for hot water heat and domestic hot water for Unit A. Ultra high efficiency unit, with 10 year limited warranty. Provide screened wall venting and supply piping by HTP. Provide one heating zones. White Rodgers programmable thermostats, with time delay controller. Slant Fin Baseline 2000 baseboard heaters with copper seamless-drawn tubing at Unit A throughout. Finish white. Provide corner and end finish parts. Provide standard fin tube covers from wall to walls, except where shown.

B. New gas fired Burnham or equal steam boiler for Unit B.

Testing of all new heat and tempered air supply and return lines, both before and after new connections.

Install all materials as per manufacturers' requirements and recommendations. Provide substrates as per manufacturers' recommendations.

All work shall be as per Massachusetts State Codes and City of Newton standards and requirements.

## ELECTRICAL

Note the work of this section shall be on a design-build basis. Note that a mandatory pre-bid site inspection is required for this subcontractor. Scope of Work includes replacement of existing electrical fuse panels, and the addition of a “house panel” for lighting at the common egress stair, the laundry area, and the property manager storage area. New work includes removal of abandoned lighting and power wiring to existing boiler, existing laundry devices, and Unit B appliances, and new wiring for new boilers, relocated hot water heater, new appliances at the laundry area and power and appliances at unit B. Install power and switch controls for five wall sconces at the common egress stairway, five surface mounted ceiling fixtures at the lower level laundry and storage areas, one exterior light fixture at the new exterior entry to unit B, and an electric baseboard heater at the laundry room (house circuit), and new dedicated circuits for dishwasher, refrigerator, range, and disposer at new Unit B kitchen.

All power devices shall have duplex receptacles and plates to match light fixture dimmers, Lutron TGCL-153PH-LA single pole/3 way toggle dimmer in white.

Provide smoke detectors and carbon monoxide detectors as per MA code and City of Newton requirements.

Wire all electrical devices, including kitchen appliances, exhaust fan, boiler (for heat and domestic hot water), and controls for same. Verify exact locations of all power and lighting devices. Verify with Owner color of lighting controls and power and communication device plates.

Lighting shall be as follows:

Allow \$95. for the purchase of one exterior wall lighting fixture to be selected by the Owner (include installation in contract cost).

Allow \$75. for the purchase of each interior wall sconce lighting fixture to be selected by the Owner (include installation in contract cost).

Basement Ceiling Fixture = porcelain pull and switch for LED or CPFL lamping.

Unit B Kitchen Ceiling Mount = Project Source Flushmount Ceiling Fixture, 13 x 13”, Brushed polished nickel, LED. Model 0496701.

Install all materials as per manufacturers’ requirements and recommendations. Provide substrates as per manufacturers’ recommendations. See mechanical drawings and specifications for all heating, plumbing and ventilation devices requiring power wiring.

All work shall be as per Massachusetts State Codes and City of Newton standards and requirements.

## END OF OUTLINE SPECIFICATION